

IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

RGN PROPERTIES, INC., a
Florida corporation on behalf
of itself and all other similarly situated,

CASE NO: 05-16420 CA 06

Class Representation

Plaintiffs,

v.

MIAMI-DADE COUNTY,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered as of _____, 2009, by and among Defendant Miami-Dade County (the "County"), and RGN Properties, Inc. (referred to as "RGN" or "Named Plaintiff"), for itself and on behalf of the Settlement Class as defined below, acting by and through their undersigned counsel.

RECITALS

WHEREAS, RGN brought a putative class action styled: *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420, individually and on behalf of others similarly situated in Florida, alleging, *inter alia*, that the County failed to timely pay initial housing assistance payment due to the owners of low-income housing units. RGN brought this putative class action on behalf of owners of low-income housing who allegedly did not timely receive the initial housing assistance rental payments and brought counts for violations of 42 USC § 1983, breach of contract, and sought injunctive relief; and

WHEREAS, this action was filed on August 11, 2005 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; and

WHEREAS, the County disputes the claims raised in this action as to the facts and the law, and the County has denied, and continues to deny, any liability to the Named Plaintiff or any member of the proposed Settlement Class; and

WHEREAS, the Parties wish to settle the Subject Lawsuit to avoid the uncertainties and risks of trial, to avoid further expenses, inconveniences, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgments contemplated by this Agreement so as to settle and put to rest the matters raised by the Subject Lawsuit; and

WHEREAS, Named Plaintiff's Counsel have conducted investigations and negotiations and, considering the benefits of the Settlement and the risks of litigation, have concluded that it is in the best interest of the Named Plaintiff and the Settlement Class to enter into this Settlement Agreement. The Named Plaintiff and its counsel agree that this Agreement is fair, reasonable, and adequate with respect to the interests of the Named Plaintiff and the Settlement Class (as defined below), and should be approved by the Court pursuant to Florida Rule of Civil Procedure 1.220(e).

AGREEMENTS AND RELEASES

In consideration of the premises and mutual promises, covenants and warranties contained in this Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties now acknowledge, the Parties agree as follows:

1. RECITALS

The foregoing recitals are true and correct and made part of this Agreement.

2. **DEFINITIONS**

The following terms shall have the meanings set forth below:

- 2.1 “Business Day” means a day of the year which is not Saturday, Sunday, or a legal holiday as interpreted under Florida Rule of Civil Procedure 1.090.
- 2.2 “Class Member” shall mean a member of the Settlement Class.
- 2.3 “Class Period” shall mean the period of time commencing on April 29, 2000 and ending on the date of Court’s preliminary approval of this Settlement.
- 2.4 “HAP Contract” shall mean the Section 8 Housing Assistance Payment contract.
- 2.5 “Lead Class Counsel” shall mean Sarah C. Engel and Lance A. Harke of Harke & Clasby LLP.
- 2.6 “Common Fund” shall be the monies provided for payments to the Class and for Plaintiff’s Counsel’s attorney’s fees. The Common Fund shall total \$1,150,000.00. The County shall pay for the entire Common Fund.
- 2.7 “Court” shall mean Circuit Judge Scott J. Silverman, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or the Circuit Judge to whom this matter is transferred should Judge Silverman be unavailable.
- 2.8 “Defendant” or “County” shall mean and include Miami-Dade County, a political subdivision of the State of Florida, and all of its departments and instrumentalities.
- 2.9 “Defendant’s Counsel” shall be the County Attorney’s Office.
- 2.10 “Final Approval Date” shall mean the date upon which the Circuit Court of the Eleventh Circuit in and for Miami-Dade County enters the Final Order in this case.
- 2.11 “Final Approval Order” shall mean the Court’s entry of the Final Judgment approving this Agreement provided for by paragraph 7.

2.12 “Late Payment Penalty(ies)” shall mean that certain payment that is required and authorized by the U.S. Housing Act of 1937, 24 C.F.R. part 982 and the HAP Contract for untimely initial housing assistance payments by the County.

2.13 “MDHA” shall mean the Miami-Dade Housing Agency, a department of the County.

2.14 “Named Plaintiff” shall mean RGN Properties, Inc.

2.15 “Opt-Out Request” shall mean the request for exclusion that must be sent to Lead Class Counsel and Defendant’s Counsel as provided for in subparagraph 6.1.

2.16 “Parties” shall collectively mean Defendant and the Named Plaintiff.

2.17 “Plaintiff Class” shall mean the Settlement Class.

2.18 “Plaintiffs’ Counsel” shall collectively mean Sarah C. Engel and Lance A. Harke of Harke & Clasby LLP and Jennifer Zawid, Esq.

2.19 “Preliminary Approval” shall mean the Court’s order approving this Settlement Agreement without any modification on the date of entry of the Preliminary Approval Order attached as Exhibit “A” to this Agreement.

2.20 “Released Claims” shall mean the claims identified in subparagraph 12.1 and subparagraphs 12.1.1 through 12.1.3.

2.21 “Section 8” or “Section 8 Program” shall mean the Section 8 Housing Choice Voucher Program.

2.22 “Settlement Class” shall mean a class to be certified by the Court pursuant to this Settlement Agreement solely for the purpose of effectuating this Settlement Agreement, as provided for in subparagraph 4.3. The Settlement Class shall exclude (a) those persons who opt

out of this Agreement as identified in the Notice of Class Action Opt-Out filed by Lead Class Counsel pursuant to subparagraph 6.2; and (b) Plaintiffs' Counsel and their employees.

2.23 "Subject Lawsuit" shall mean the following action in the Circuit Court of the Eleventh Circuit in and for Miami-Dade County, Florida: *RGN Properties, Inc. v. Miami-Dade County*, Case No. 05-16420.

3. APPROVAL OF THE COUNTY AND HUD

This settlement has been approved by the County and the United States Department of Housing and Urban Development ("HUD").

4. CLASS CERTIFICATION

4.1 The County has agreed that this action shall proceed as a class action, as more particularly described in this Agreement.

4.2 The Named Plaintiff, Lead Class Counsel, and Plaintiffs' Counsel agree to recommend approval of this Settlement Agreement by the Court and to recommend participation in the settlement by members of the Settlement Class. The Parties further agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court or otherwise, to effectuate the terms and purposes of this Settlement Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to the Final Approval Order.

4.3 For purposes of this Settlement Agreement, the term "Settlement Class" refers to a class to be certified by the Court pursuant to this Settlement Agreement solely for the purpose of effectuating this Settlement Agreement and is defined as follows:

All owners of residential property in Miami-Dade County who have entered into a lease with a low-income tenant and a HAP contract with Miami-Dade from April 29, 2000 to the present where Miami-Dade has not paid the initial rental payment until after the first two calendar months

of the first day of the initial term of the lease and for which Miami-Dade has not paid a penalty.

5. NOTICE OF PROPOSED CLASS SETTLEMENT

5.1 Within thirty (30) days of Preliminary Approval of this Settlement Agreement, the Parties agree to provide notice of the proposed Class Settlement to the Settlement Class as required by Fla. R. Civ. P. 1.220(e) and the Court. The Parties will recommend to the Court that notice be provided to the Settlement Class as follows:

5.1.1. The Parties have agreed to retain CAC Services Group, LLC (“Administrator”) to administrate the Settlement. The County shall provide a list of identifiable Class Members to the Administrator.

5.1.2. The Administrator will send the Class Notice to all identifiable Class Members via U.S. Mail, postage prepaid, in substantially the form attached hereto as Exhibit “B,” along with a Claim Form within thirty (30) days of preliminary approval.

5.1.3. The Administrator shall also send Notice to any and all persons or entities who request a Notice and Claim Form as a result of the Notice published according to ¶ 5.1.4.

5.1.4. In addition to direct mail notice to all known Class Members, Class Members shall receive notice by summary publication notice on two (2) consecutive daily editions of the The Miami Herald, El Nuevo Herald, and the Daily Business Review in a form substantially similar to Exhibit “C.”

5.1.5. The County, as part of its agreement with the Administrator, agrees to pay for all notice and publication costs in addition to the Common Fund.

5.1.6. The County will post the Class Notice and any orders regarding the settlement on its website at www.miamidade.gov/housing/. The website will display: (i) a long version of the Class Notice, substantially in the form attached as Exhibit “D,” (ii) electronic versions of the Preliminary Approval Order and Settlement Agreement (with its exhibits), (iii) a listing of Frequently Asked Questions, as identified in Exhibit “E” attached to this Agreement, and (iv) the Claim Form.

6. OPT-OUT PROCEDURE AND OBJECTIONS

6.1 Any Class Member may be excluded from the Class by mailing a written request for exclusion to the address provided in the Notice, which must be personally signed by the Class Member and postmarked no later than thirty (30) days before the date of the Final Approval Hearing. The Class Member requesting to opt-out of the Class must also file a written request for exclusion with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing. The Class Member must perform both of the above requirements in order to successfully opt-out of the Class. Failure to do both will cause the Class Member to be bound by all terms of the Agreement and by all proceedings, orders, and judgments relating to the Settlement.

6.2 Lead Class Counsel shall file a Notice of Class Action Opt-Out, listing the names of all persons or entities who submitted an Opt-Out Request not more than fifteen (15) days prior to the Final Approval Hearing.

6.3 Any Class Member who wishes to object to the fairness, adequacy, or reasonableness of this settlement, or the amount of attorney’s fees sought by Lead Class Counsel, must file with the Clerk of Court, and serve on the Parties’ Counsel, on or before thirty (30) days

prior to the final fairness hearing, a statement of objection, as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of the objection. Individual Class Members may do so either on their own or through an attorney hired at their own expense. If a Class Member hires an attorney to represent the Class Member, the attorney must:

6.3.1. File a Notice of Appearance with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing or as the Court may otherwise direct; and

6.3.2. Serve a copy of such notice of appearance on Lead Class Counsel and Defendant's Counsel.

6.4 Any Class Member who files and serves a written objection, as described herein, may appear at the Settlement Hearing either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement or petition for attorneys' fees and costs. Class Members or their attorneys intending to make an appearance at the Final Approval Hearing must serve on Lead Class Counsel and Defendant's Counsel, and file with the Court no later than thirty (30) days prior to the Final Approval Hearing, a notice of intention to appear. Any Class Member who fails to comply with the provisions of the preceding paragraphs shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object, and shall be bound by all terms of the Agreement and by all proceedings, orders, and judgments relating to the Settlement.

7. FINAL COURT APPROVAL

No later than seventy (70) days after the Preliminary Approval, the Parties shall jointly move for the Court's final approval of this Settlement, and agree to use their best efforts to obtain such approval. If any person appeals the Court's order of final approval of the Settlement, the Parties will use their best efforts to defend the Final Approval.

8. TERMINATION

8.1 The Parties agree that, if final approval of the Settlement Agreement is not achieved, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties in this action, and the Parties further agree to jointly move the Court to vacate all Orders issued pursuant to the Settlement.

9. FINAL JUDGMENT

The Parties shall file with the Court in the Subject Lawsuit an agreed Final Approval Order (dismissing all claims with prejudice), substantially in the form attached as Exhibit "F." The Final Approval Order shall be filed by the Named Plaintiff prior to the hearing for Final Approval.

10. CLASS RELIEF

As a Compromise Settlement of the Subject Lawsuit, and in exchange for the releases and covenants contained herein, the Parties agree as follows:

10.1 Purpose of Settlement. The Agreement is being entered into by the Parties to settle and compromise any and all disputes between them as described herein. No finding has been made that the County has engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law or regulation in any respect.

10.2 Creation of Common Fund. As consideration for the Agreement, the County will fund, pursuant to Paragraph 2.5 above, the Common Fund (as previously described) which will total \$1.15 million to be disbursed in accordance with the Agreement. At all times prior to transfer for disbursement by the Administrator, the Common Fund will be held by the County and will be treated as allocated designated funds. The County will transfer the Common Fund to the Administrator, pursuant to the agreement between the County and the Administrator, within thirty (30) days after the Final Approval Order for disbursement in accordance with the Agreement. None of the Common Fund shall be disbursed by the Administrator until after the expiration date described in subsection 10.3.1.

10.2.1. In the event that the claims filed by the Class Members under this Settlement exceed the amount of the Common Fund (minus attorneys' fees, costs, and the Named Plaintiff's Incentive Award), the amounts actually paid to Class Members will be reduced pro rata, such that the total amount of the claims paid exhausts the total Common Fund, minus attorneys' fees, costs, and the Named Plaintiff's Incentive Award.

10.2.2. In the event that the County determines that the total amount of the accepted claims under the Settlement is less than Five Hundred Thousand Dollars 00/100(\$500,000.00), the amounts actually paid to class members will be increased pro rata, such that the total amount of claims paid equals Five Hundred Thousand Dollars 00/100 (\$500,000.00), and any remaining amount in excess of Five Hundred Thousand Dollars 00/100 (\$500,000.00) shall revert to the County and shall be used for the purposes set forth in subsection 10.2.3.

10.2.3. In the event that the amount of the accepted claims under this Settlement equals or exceeds Five Hundred Thousand Dollars 00/100 (\$500,000.00), but is less than the total amount of the Common Fund (minus Plaintiff's Counsels' attorney's fees, costs, and the Named Plaintiff's Incentive Award), then County or its designee, successor or contractor shall create a designated separate fund to be used to pay any future Late Payment Penalties owed to Section 8 Housing owners, whose housing assistance payments have not been paid timely..

10.3 Late Payment and Claim Form. Each Class Member shall be required to complete and submit a claim form to request a portion of the Common Fund.

10.3.1. Class Members, their successors, or personal representatives shall have no less than ninety (90) days from the date of Preliminary Approval to submit a Claim Form. Only Class members or their successors or personal representatives shall have the right to seek a Late Payment Penalty . The right to a Late Payment Penalty shall not be assignable except to a Class Member's personal representative upon the death of a Class Member or to a Class Member's successor in-interest upon the transfer of all or substantially all of the property and assets of a Class Member to the successor, and such personal representative or successor-in-interest shall be treated as the Class Member under the Agreement.

10.3.2. The Claim Form shall be in substantially the same form as Exhibits "B" and "C." The Claim Form must provide the Class Member with the address of the property which is the subject of the Class Member's

potential entitlement to a Late Payment Penalty, the date of the first day of the initial terms of the lease, the date the initial payment was made, and the number of days between those two dates as reflected by the County's records. Further, the Class Member will be provided an opportunity to dispute entitlement to and the amount of the Late Payment Penalty and provide specific documentation indicating why the Class Member deserves an amount that is different from that designated by the County. Only certain documentation is suitable to be submitted. This documentation includes, but is not limited to: 1) a copy of the HAP contract indicating a start date, and 2) a copy of the initial check from the County provided pursuant to the HAP contract. In the event that the Class Member does not have the documentation referenced in items (1) and (2) above, then the County, in its reasonable discretion, reserves the right to accept or request any and all additional substantiating documentation.

10.4 Allocation Plan. Payments to Class Members shall be made pursuant to a Plan of Allocation attached hereto as Exhibit "G." Miami-Dade shall have no right to comment on or oppose the Plan of Allocation.

10.5 Injunctive Relief. As consideration for the Agreement, the County, going forward, will also provide the following injunctive changes:

10.5.1. Prior to any owner participating in the Section 8 Program, they will receive an orientation package, which will include a standard guide to the Section 8 Program and sample forms that will be required for participation in the program. This package will include samples of the HAP Contract,

Tenancy Addendum, a late payment/late fee claim form (“Claim Form”) which is described in greater detail in Paragraphs 10.4.3 and 10.4.4 below, and instructions for filling out and submitting the late payment/late fee claim form.

10.5.2. Prior to any owner’s participation in the Section 8 Program, the County presently requires owners to participate in an orientation session that is conducted by MDHA or its successor agency, entity or organization. During this orientation, each owner will be advised of their rights and obligations under the HAP, and the regulations governing the Section 8 Program. This orientation will include a discussion on the processing of Section 8 housing assistance payments and Late Payment Penalties by MDHA or its successor agency, entity or organization, including written instructions regarding the process for making a claim for a Late Payment Penalty. The owner will also be given any form necessary to make a Late Payment Penalty claim. The County may provide the option to attend this orientation or view an orientation video at a designated County-site.

10.5.3. Each owner will be required to complete the Claim Form, which will be similar to the agreed upon form to be completed by each class member. The purpose of the Claim Form is to allow an Owner to make a claim for a Late Payment Penalty and will be used by the County, or its successor agency, entity or organization to document the payments to the owners for auditing purposes.

10.5.4. The Claim Form must be completed by the owner no more than thirty (30) days after receipt of the late housing assistance payment from MDHA, its successor agency, entity or organization. Nothing in this subparagraph precludes an owner from availing himself or herself of any available legal remedy, nor does anything in this subparagraph limit or waive any defenses that are available to the County.

10.5.5. The Claim Form shall include statements related to the following:

- (1) Each owner will have to certify that they are an owner of property located within Miami-Dade County and that they executed a HAP Contract with the County; and
- (2) Each owner will have to certify that they both charge and collect a late penalty from their Section 8 assisted tenants and their unassisted tenants (if any) when they are late with their portion of the rent; and
- (3) Each owner will have to certify that the reason they were not timely paid was not due to their actions or negligence or the actions or negligence of the assisted tenant (examples of this include a violation of the Section 8 program laws, regulations, Section 8 Administrative Plan, HAP and/or lease by either the tenant or owner, or because of any action or inaction by the owner or tenant and/or MDHA that would result in the County, or its successor agency, entity or organization being required by law to recover an overpayment, to suspend the housing assistance payments, to abate or reduce the

housing assistance payment, to terminate the housing assistance payment or terminate the HAP); and

(4) Each owner will have to certify that they did not receive a Late Payment Penalty when the housing assistance payment was issued by the County; and

(5) The Claim Form shall include simple release language that guarantees that each owner who submits a claim and accepts payment thereby releases the County from any future lawsuits or claims in any way related to the late payment at issue; and

(6) The County will make the Claim Form available to be downloaded from the County's website located at www.miamidade.gov/housing/.

10.5.6. If a dispute arises concerning the amount of the Late Payment Penalty to which the owner may be entitled or for any other reason, including a denial of the Late Payment Penalty in whole or in part, the County agrees that it will endeavor to attempt to resolve the dispute. However, if the dispute cannot be resolved, the owner then has the option to pursue a breach of contract or other claim against the County.

10.5.7. The County shall provide a sample Section 8 Program model lease to owners with a late fee clause in a form substantially similar to Exhibit "H" hereto. Pursuant to 24 C.F.R. § 982.308, owners have a choice to use their standard leases or a model lease and the HUD-approved Tenancy Addendum.

10.6 Administrative Costs. The County shall bear all of the costs and expenses in administering this Settlement, including the hiring of a Settlement Administrator described in subparagraph 5.1.1, providing the Class Notice, and providing the Claim Forms.

10.7 Named Plaintiff Incentive Award: The County agrees to pay Named Plaintiff a sum of Ten Thousand and 00/100 Dollars (\$10,000.00) within thirty (30) Business Days of the Final Approval Date.

10.8 Releases. As part of the consideration for the Agreement, upon Final Approval the Class shall be deemed to have provided full and complete releases of any and all claims as described in paragraph 12 below.

10.9 Complete Relief: The Named Plaintiff and all members of the Settlement Class shall look solely to the terms of this Agreement as a full and complete settlement of all claims and as full satisfaction for all Released Claims and there shall be no other Settlement terms, either implied or expressed.

11. ATTORNEYS' FEES AND COSTS

11.1 The County agrees that Class Counsel will be entitled to recover reasonable attorneys' fees and expenses for the Litigation and all appeals (including any appeals related to the Agreement or the allowance of fees and expenses), from the Common Fund in the event the Circuit Court enters the Final Judgment and the Agreement receives Final Approval. The County will not object to, and Plaintiffs' Counsel shall not seek an amount in excess of, a combined attorneys' fee and costs of Two-Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00) to be paid out of the Common Fund. Upon Court approval of an award of attorney's fees and costs, within thirty (30) Business Days of the Final Approval Date, Lead Class Counsel's attorney's fees shall be withdrawn from the Common Fund. It will be Lead

Class Counsel's responsibility to make the payments as may be necessary to Plaintiffs' Counsel and to any other counsel who are affiliated with Lead Class Counsel.

12. RELEASES

Release and Covenant Not to Sue. Upon Final Approval, and by not electing to be excluded from the Class pursuant to the Agreement, each Class Member agrees to remise, release, acquit, satisfy and forever discharge the County together with its Board of Commissioners, directors, officers, attorneys, employees, agents, insurers, successors and assigns of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity, which the Class Members ever had, now has, or may have against the County, from the beginning of the world to the day of this Release as they relate to the claims raised in this Action.

12.1 By not electing to be excluded from the Class, each Class Member expressly agrees that he or she, acting individually or together, shall not seek to institute, maintain, prosecute, sue or assert in any action or proceeding any action or actions, cause and causes of action, or claim on the basis of, connected with, arising out of, or related to, in whole or in part any of the Claims, including without limitation, any or all of the acts, omissions, facts, matters, transactions or occurrences that were directly or indirectly alleged, asserted, described, set forth or referred in, or related to, the Litigation, including without limitation, the facts, events and circumstances that are the basis of the allegations set forth in the Litigation. Nothing herein shall preclude any action to enforce the terms of the Agreement.

12.2 In connection with this release and covenant not to sue, the Class Members, though the Class Notice, acknowledge that they are aware that they may hereafter discover facts, claims and causes of action presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the purpose of the Agreement and the intention of Named Plaintiff and the Class Members to settle and release all such matters, and all actions, causes, causes of action, claims, and Unknown Claims (as defined below) relating only to the subject matter of the Claims, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action). "Unknown Claims" means and includes those claims that any Class member does not, for whatever reason, know or suspect to exist in his or her favor at the time of the release of the County and that, if known by him or her, may have materially affected his or her decision to settle or not to object to this Agreement.

12.3 The Named Plaintiff and the Settlement Class represent and warrant that they are the current legal and beneficial owners of the released claims and that they have not assigned, pledged or contracted to assign or pledge any such released claim to any person, other than their attorneys, in connection with contingent fee agreements. All claims that the Named Plaintiff and the Settlement Class have assigned or pledged to their attorneys, or contracted to assign or pledge to their attorneys, are released to the same extent as the released Claims.

12.4 The Named Plaintiff and the Settlement Class warrant and represent that they have asserted no claims in the Subject Lawsuit except those that they own, that they can provide a complete resolution of their claims in the Subject Lawsuit, and that no part of the Named Plaintiffs' or Settlement Class's claims in this Action against the County will remain viable after the dismissal of the Subject Lawsuit.

12.5 Each Settlement Class member, by and through Named Plaintiff acting as the class representative and by and through Lead Class Counsel, acknowledge that he, she, or they may here after discover facts different from or in addition to those that he, she, or they now know or believe to be true with respect to the released claims and hereby agrees that this release shall be and remain in effect in all respects as a release as to the released claims, notwithstanding such different and additional facts.

12.6 The terms of the releases provided and effectuated by this Settlement Agreement are to be broadly construed in favor of the complete resolution of all claims that were actually raised in, or could have been raised in, this Action.

13. NO ADMISSION OF LIABILITY

13.1 The Settlement reached in this Settlement Agreement is made only to compromise and settle this Litigation between the Named Plaintiff and the Settlement Class and the County without further litigation, and should in no way be construed as an admission of liability or wrongdoing of any kind by the County. Rather, the County deny any wrongdoing or liability. This Settlement is intended to resolve claims disputed as to both the facts and the law, and each Party has relied upon its own employees' and counsel's advice and work in entering into this Settlement Agreement, and not the advice or work of any other Party's employees or counsel. No Party to the Settlement Agreement, and no one in privity with them, may argue before any court, agency or other forum that the Settlement shows or evidences an admission by the County that it violated any law or legal obligation. Neither this Settlement Agreement nor any of the negotiations connected with it may be offered or received in evidence for any purpose other than for purposes of the proceedings to approve this Settlement Agreement and to obtain dismissal of the Subject Lawsuits or to otherwise enforce this Settlement Agreement.

14. GENERAL PROVISIONS

14.1 Modifications. Plaintiffs' and Defendant's Counsel may agree by written amendment to modify the provisions of this Settlement Agreement as they deem necessary to effectuate the intent of the Settlement Agreement, provided, however, that they may make no agreement that reduces or impairs the benefits to any Settlement Class Member without approval by the Court.

14.2 Binding Effect of Settlement Agreement. The terms and provisions of this Settlement Agreement shall be binding upon, and inure to the benefit of each of the Parties and each of their respective successors, heirs, and assigns.

14.3 Multiple Originals/Counterparts. This Settlement Agreement, including exhibits, may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

14.4 Authority of Persons Signing Settlement Agreement. The individuals executing this document for the Parties represent and warrant that they do so with full authority to bind each such Party to the terms and provisions in this Agreement. Further, Plaintiffs' Counsel individually represent to the Court that they are in agreement as to the fairness and adequacy of the Settlement.

14.5 Entire Settlement Agreement. This Settlement Agreement is the entire agreement and understanding among each of the Parties relating to this subject matter and supersedes all prior proposals, negotiations, agreements, and understandings between the Parties. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding respecting any part or all of the subject

matter of this Settlement Agreement has been made or relied on except to the extent expressly set forth in this Settlement Agreement.

14.6 Governing Law and Venue and Jurisdiction. This Settlement Agreement shall be governed, construed by, and follow the laws of the State of Florida. Jurisdiction and Venue for all proceedings in connection with this Settlement Agreement, or arising as a result of any matter relating to this Settlement, or addressed in this Settlement Agreement, shall be exclusively in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County.

14.7 Further Assurances. Each Party shall undertake good faith efforts to perform any and all of that Party's obligations under this Settlement Agreement. In this regard, each Party shall take any and all actions, and execute, have acknowledged, and deliver any and all further documents that one or more other Parties may reasonably request to effectuate the intents and purposes of this Settlement Agreement.

14.8 Time Frames. The Parties recognize that additional time might be required in order to accomplish the actions or tasks provided for by the Agreement. In the event that a Party is unable to accomplish any task within the allotted time, the other Parties agree not to object to reasonable requests for extensions of time.

14.9 Conflicting Provisions. Should any term or provision of the exhibits to this Agreement conflict with the terms of the Settlement Agreement, the terms of this Agreement shall control.

14.10 Written Notice to Parties. Where any Party's exercise of any right or discharge of any responsibility under the Agreement requires written notice, the Party shall serve such written notice on all Parties as follows:

To the Plaintiffs: Sarah Clasby Engel, P.A.

Harke & Clasby LLP
155 South Miami Avenue, Suite 600
Miami, Florida 33130
(305) 536-8220


To the County: Terrence Smith, Esq.
Assistant County Attorney
Miami Dade County Attorney's Office
111 NW 1st Street
Suite 2810
Miami, Florida 33128

14.11 Costs. Other than the specific attorneys' fees and costs provided for in this Settlement Agreement, the Parties hereby each agree to bear their own attorneys' fees and costs incurred in connection with the Subject Lawsuit and this Settlement Agreement.

14.12 Effect of Invalidity. Wherever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision should be prohibited or invalidated under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or other provisions of this Settlement Agreement.


FOR PLAINTIFF AND THE CLASS:

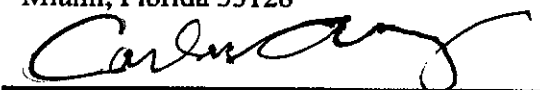
HARKE & CLASBY LLP

By: 
Sarah Clasby Engel, P.A.
Harke & Clasby LLP
155 South Miami Avenue
Suite 600
Miami, Florida 33130

FOR DEFENDANT:

MIAMI-DADE COUNTY

By: 
Terrence A. Smith, Esq.
Miami Dade County Attorney's Office
111 NW 1st Street
Suite 2810
Miami, Florida 33128


CARLOS ALVAREZ
Mayor